

Contractor: Sollitt/Oakley Joint Venture
Address: 790 N. Central Ave.
City/State/Zip: Wood Dale, IL 60191
Phone Number: 630-860-7333
Fax Number: 630-860-7347

TO BE EXECUTED IN DUPLICATE

**BOOK 1:
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

CONTRACT NO. 1446R

**New Westinghouse High School REBID
3223 W. Franklin Blvd.
New Construction
CPS-20**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Montel M. Gayles
Executive Director**

**Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com**

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring requirement)" dated January 2007 and incorporated as if fully set forth here by this reference; and by Book 1, Book 3, plans, drawings, exhibits, and attachments as appropriate.

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- 1. Prevailing Wage Rate Sheet for Cook County**
- 2. Special Condition Regarding MBE Participation**

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DOCUMENT SUBMITTAL CHECKLIST

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. _____ Contractor's Bid
2. _____ Bid Guarantee
3. _____ Administrative Fee
4. _____ Acceptance of the Bid
5. _____ Basis of Award (Award Criteria)
6. _____ Unit Prices (If applicable)
7. _____ Affidavit of Non-Collusion
8. _____ Schedule B – Affidavit of Joint Venture (if applicable)
9. _____ Schedule C – Letter of Intent from MBE/WBE, including current certification letter
10. _____ Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
11. _____ Schedule E – Request for Waiver from MBE/WBE Participation
12. _____ Affidavit of Uncompleted Work

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. _____ Financial Statement
2. _____ Disclosure Affidavit
3. _____ Affidavit of Local Business, including business license
4. _____ Statement of Bidder's Qualifications

The Contractor is required to submit the following within five (5) days after bid opening.

1. _____ **Disclosure of Retained Parties** (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening)

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I. PROJECT INFORMATION

A. General Project Information

The following specifications supplement Part IV. "Additional Documents to be Executed" and Part V. "Instructions to Bidders."

1. Bids will be received by the Public Building Commission of Chicago for the following in accordance with the Contract Documents set forth below:

**New Westinghouse High School REBID
3223 W. Franklin Blvd.
New Construction
CPS-20**

General Description of Scope of Work:

- a) As described in the specifications, the scope of work includes the General Construction and Site Improvements for Westinghouse, as part of Phase II. The new two (2) story high school is approximately 240,000 square feet and will serve approximately 1,200 students. Westinghouse will be a College Preparatory and Education to Careers high school. The design consists of a new two-story facility made of steel framing and predominantly brick construction. Westinghouse will be **Silver LEED certified facility**, as defined by the U.S. Green Building Council.
 - b) **Green Building:** The Public Building Commission of Chicago will seek to attain the ***LEED™ certification** level, as required by the contract documents. The Contractor must use construction practices and technologies listed in LEED™ (reference Guide for New Construction & Major Renovations, LEED-NC version 2.1 second edition). If you are unfamiliar with LEED™, please go to www.usgbc.org. These requirements must be performed by a LEED Accredited Professional.
 - c) ***Leadership in Energy and Environmental Design**, a green building rating system developed by the U.S. Green Building Council (USGBC).
 - d) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor must perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
2. **User Agency: Chicago Public School**
 3. **Commission Portfolio Manager: Name, Address, and Phone Number: Ray Giderof, Public Building Commission of Chicago, 50 West Washington, Room 200, Chicago, IL 60601, (312) 744-3090**
 4. **Architect's Name, Address, and Phone Number: DeStefano + Partners, 445 East Illinois, Suite 650, Chicago, IL 60611, (312) 835-4321**

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5. **Commission Representative:** Parsons Commerical Technology Group, Inc., Paul Baker, 10 S. Riverside Plaza, Suite 400, Chicago, IL 60606, Tel: 312-930-5289
6. **Environmental Consultant:** GSG Consultants, 855 W. Adams, Suite 200, Chicago, IL 60607, (312) 733-6262
7. **Ward:** 28
8. **Do Bidders need to be Pre-Qualified?** (see Part V.D. "Pre-Qualification of Bidders" for details): Yes
9. **Request for Information:** send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org

10. **Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. Site inspection must be arranged through the Commission Representative.

11. **Documents Available from:** (Cushing Color Chicago, 420 W. Huron Street, Chicago IL 312-266-8228)

12. **Electronic Documents Available online at:**

13. **Pre-Bid Meeting Date, Time, and Location:** Monday, January 22, 2007 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

14. **Bid Opening Date and Time:** Thursday, February 22, 2007 at 2:00PM

15. **Amount of Bid Deposit:** 5% of bid amount

16. **Administrative Fee:** \$5,000.00

17. **Amount of Contingency Fund:** \$ 1,460,000.00

18. **Document Deposit:** \$ ZERO

19. **Cost for Additional Documents (per set):** \$ at Contractors expense

20. **Award of Contract**

Attention is called to Part V.Z. "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.

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21. **MBE/WBE Contract Goals:** 30% MBE and 5% WBE

SPECIAL CONDITION REGARDING MBE PARTICIPATION

As a part of, and not in addition to its commitment to expend 30% of the total Contract value for participation by MBEs, the Contractor agrees to expend amounts equal to not less than the following stated percentages of its Contract Base Bid, if awarded, to MBEs performing work in the below described trade subcontract work.

| <u>Trade Subcontract Work</u> | <u>MBE Goal</u> |
|-------------------------------|-----------------------------|
| Concrete / Steel | 3% of the Contract Base Bid |
| Sitework | 5% of the Contract Base Bid |
| General Trades | 6% of the Contract Base Bid |
| MEP Trades | 6% of the Contract Base Bid |

For the trade subcontract work categories Refer to **EXHIBIT #2 Special Condition Regarding MBE Participation** for complete details.

B. Time of Completion

The Work must be completed within (762) calendar days upon issuance of the Notice to Proceed. The work must be performed in two phases.

Phase I: Mobilization & Permit: 30 calendar days

Phase II: Construction: 732 calendar days

C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund must be included in the amount specified above in Part I.A. for the exclusive use of the Commission at its sole discretion. Use of such funds will require the written approval of the Executive Director. All unused portions of this Contingency Fund must be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

D. Time of Completion of Punch List Work

All final Punch List work must be prosecuted expeditiously and completed, in total, within thirty (30) Days of the date of transmittal to the Contractor.

E. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) set of electronic documentation and one (1) copy of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

F. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential

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conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract must be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said Work must be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Substantial Completion of Phase (s), \$5,000per Day
Milestones, or Project

Completion of Punch List Work \$2,500 per Day
Completion of Base Contract Work at \$2,500 per Day
Project Substantial Completion if
Commission occupies project

not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every Day that the Contractor shall be in default after time stipulated in the Contract for completing the Work and/or the Punch List Work.

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
4. Completion of the Work, for the purposes of this section only, shall occur upon completion of all of the Work required by the Contract Documents. Completion of Milestones, Phases, Base Contract Work or Punch List Work, for the purposes of this section only, shall occur upon the Commission's determination that the Milestones, Phases, Base Contract Work or Punch List Work is completed.

G. Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

1. Insurance To Be Provided By the Contractor

- a) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

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b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

d) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

e) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

f) Builders Risk

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When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission and the Board of Education of the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Commission and/or Board property at full replacement cost. The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

g) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

2. Additional Requirements

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission and/or Board reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

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Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission and the Board of Education of the City of Chicago, their respective Board members, employees, elected officials, officers, agents, or representatives.

The insurance and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Commission and Board of Education do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

H. Notices

In accordance with Book 2 Section 23.05 "Notices," Notices must be addressed as follows:

1. If to the Commission, notices must be addressed to the attention of the **Commission Representative** with copies to: the Executive Director.
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: the Contractor's Bonding Company

I. Prevailing Wage Rates

Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

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J. Community Hiring Requirements and Incentives

This Contract is subject to community hiring requirements and incentives. See Part III "Basis of Award (Award Criteria)" and in Book 2, Section 22.03 "Chicago Residents as Employees" for details.

K. Contractor's Project Manager

Contractor's full-time Project Manager is required at the Site.

L. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit copy of the (Class A), General Contractor License issued by the Department of Buildings of the City of Chicago.

PUBLIC BUILDING COMMISSION OF CHICAGO
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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1446R containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) 1, 2 and 3

c) Project Information, Instructions, and Execution Documents (Book 1), d) Technical Specifications (Book 3), and e) Plans and Drawings.

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the New Construction for New Westinghouse High School located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page. It is stipulated that said Base Contract Price includes a Contingency Fund as specified in Part I. "Project Information."

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part I "Project Information."

The Base Contract Price listed below, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

PUBLIC BUILDING COMMISSION OF CHICAGO
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| | DIVISION | \$ AMOUNT |
|--|----------|-------------------------|
| " Work" as defined in Book 2, section 1.01.30 | Lump Sum | \$ 67,629,000.00 |
| Commission's Contingency Fund | | \$1,460,000.00 |
| TOTAL BASE BID | | \$ 69,089,000.00 |

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):

(\$ 66,394,529⁰⁰)

SURETY: Please specify full legal name and address of Surety:

Travelers Casualty and Surety Company of America

215 Shuman Blvd.

Naperville, IL 60563

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B. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Edward Johnson
Secretary

Richard M. Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Sollitt/Oakley Joint Venture
Contractor Name

790 N. Central Ave., Wood Dale, IL 60191
Address

If a Corporation:

By _____

President
Title of Signatory

ATTEST:
By _____

Secretary
Title

CORPORATE SEAL

If a Partnership:

The George Sollitt Construction Co.

Howard Strong Howard Strong
Partner

790 N. Central Ave., Wood Dale, IL 60191
Address

Oakley Construction Company
Augustine Afriyie Afriyie
Partner

7815 S. Claremont Ave., Chicago, IL 60620
Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of DuPage State of Illinois

Subscribed and sworn to before me on this 22nd day of February, 2007.

Nancy Planeck
Notary Public Signature
Commission Expires: 11/28/09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

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C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

The George Sollitt Construction Company,
a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on May 24, 2006, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated February 22, 2007 to the Public Building Commission of Chicago, for Contract No. 1446R of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President: Howard Strong
Vice President: John Pridmore
Secretary: John Pridmore
Treasurer: N/A
Assistant Secretary: David Walter

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 22nd day of February, 2007.

John Pridmore
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

Oakley Construction Company Inc.,
a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on November 8, 2002, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated February 22, 2007 to the Public Building Commission of Chicago, for Contract No. 1446R of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

- President: Augustine Afriyie
- Vice President: Anthony Kwateng
- Secretary: Anthony Kwateng
- Treasurer: Augustine Afriyie
- Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 22nd day of February, 2007.

Anthony Kwateng
Secretary



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III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the *Equal Employment Act* and the *Illinois Human Rights Act*.

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

| | | |
|---------|--|-------------------------------|
| Line 1. | Base Bid, in figures | See Total Base Bid on Page 14 |
| Line 2. | Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50) | <u>.40</u> |
| Line 3. | Multiply Line 2 by Line 1 by 0.04 | <u> </u> |
| Line 4. | Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50) | <u>.50</u> |
| Line 5. | Multiply Line 4 by Line 1 by 0.03 | <u> </u> |
| Line 6. | Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50) | <u>.50</u> |
| Line 7. | Multiply Line 6 by Line 1 by 0.01 | <u> </u> |
| Line 8. | Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10) | <u>0</u> |
| Line 9. | Multiply Line 8 by Line 1 by 0.04 | <u> </u> |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

| | | |
|----------|--|-------|
| Line 10. | Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10) | .10 |
| Line 11. | Multiply Line 10 by Line 1 by 0.03 | _____ |
| Line 12. | Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10) | 0 |
| Line 13. | Multiply Line 12 by Line 1 by 0.01 | _____ |
| Line 14. | Summation of Lines 3, 5, 7, 9, 11, and 13 | _____ |
| Line 15. | Subtract Line 14 from Line 1 (= "Award Criteria Figure") | _____ |

See Award Criteria Figure

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ On page 14

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a) In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part III.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b) In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part III "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage

PUBLIC BUILDING COMMISSION OF CHICAGO
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assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

- a) For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 04}}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

- b) For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 03}}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c) For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 01}}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d) Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e) The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a) The classification "White" includes person of Indo-European descent.
- b) The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c) The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d) The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e) The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f) The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

| | |
|-------------------------|----------------------------|
| Asbestos Workers | Operating Engineers |
| Boiler Makers | Painters |
| Bricklayers | Pile Driver Mechanics |
| Carpenters | Pipe Fitters/Steam Fitters |
| Cement Masons | Plasterers |
| Electricians | Plumbers |
| Elevator Construction | Roofers |
| Glaziers | Sheet Metal Workers |
| Mechanists | Sprinkler Fitters |
| Machinery Movers | Technical Engineers |
| Ornamental Iron Workers | Tuck Pointers |
| Lathers | |

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Commission.

7. Trade Participation - For Information Only

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

| TRADE PARTICIPATION | PERCENT OF MINORITY |
|----------------------------|----------------------------|
| Carpenters | 50% |
| Laborers | 50% |
| Bricklayers | 33% |
| Plumbers | 33% |
| Electricians | 25% |
| Sheetmetal Workers | 33% |
| Pipe Fitters | 33% |
| Iron Workers | 5% |
| | |
| | |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Howard Strong, being first duly sworn, deposes and says that:

(1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of
The George Sollitt Construction Company
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7

Howard Strong
(Signed)
President

(Title)
Subscribed and sworn to before me this 22nd day of February 20 07

Nancy Planek
Office Manager

(Title)
My Commission expires: 11/28/09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Augustine Afriyie, being first duly sworn, deposes and says that:

- (1) He/She is President of Oakley Construction Company Inc. the Bidder that has submitted the attached Bid;
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham bid;
(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed) [Signature]
President

(Title)
Subscribed and sworn to before me this 22nd day of February 20 07

[Signature]
Office Manager

(Title)
My Commission expires: 11/28/09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

SCHEDULE B - Joint Venture Affidavit
(1 of 3)

This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

1. Name of joint venture Sollitt/Oakley Joint Venture
2. Address of joint venture 790 N. Central Ave.
Wood Dale, IL 60191
3. Phone number of joint venture 630-860-7333
4. Identify the firms that comprise the joint venture
The George Sollitt Construction Company
Oakley Construction Company Inc.
 - A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
See Joint Venture Agreement dated February 20, 2007, Article B
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
See PBC RFQ for Prequalification to Bid as General Contractor dated December 7, 2006, submitted by Joint Venture, The George Sollitt Construction Company and Oakley Construction Company Inc.
5. Nature of joint venture's business
General Contractor
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 15 %
8. Specify as to:
 - A. Profit and loss sharing 15 %
 - B. Capital contributions, including equipment 15 %
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
None
 - D. Describe any loan agreements between joint venturers, and identify the terms thereof.
None

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

See attached Joint Venture Agreement dated February 20, 2007

B. Management decisions such as:

1) Estimating

See attached Joint Venture Agreement dated February 20, 2007

2) Marketing and Sales

See attached Joint Venture Agreement dated February 20, 2007

3) Hiring and firing of management personnel

See attached Joint Venture Agreement dated February 20, 2007

4) Other

See attached Joint Venture Agreement dated February 20, 2007

C. Purchasing of major items or supplies

See attached Joint Venture Agreement dated February 20, 2007

D. Supervision of field operations

See attached Joint Venture Agreement dated February 20, 2007

E. Supervision of office personnel

See attached Joint Venture Agreement dated February 20, 2007

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

See attached Joint Venture Agreement dated February 20, 2007

The George Sollitt Construction Company to provide Accounting Services

G. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

See attached Joint Venture Agreement dated February 20, 2007

10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

The George Sollitt Const. Co.
Name of Joint Venturer

Howard Strong
Signature

Howard Strong
Name

President
Title

February 22, 2007
Date

February 22, 2007
Date

Illinois County of DuPage
State of County of

Illinois County of DuPage
State of County of

On this 22nd day of February, 20 07

before me appeared (Name)

Howard Strong

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Nancy Planek
Notary Public

Commission expires: 11/28/09

(SEAL) OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/28/09

Oakley Construction Company, Inc.
Name of Joint Venturer

Augustine Afriyie
Signature

Augustine Afriyie
Name

JPresident
Title

February 22, 2007
Date

February 22, 2007
Date

Illinois County of Cook
State of County of

Illinois County of Cook
State of County of

On this 22nd day of February, 20 07

before me appeared (Name)

Augustine Afriyie

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Nancy Planek
Notary Public

Commission expires: 11/28/09

(SEAL) OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/28/09



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Vendor Information for: **Oakley Construction**

Address: 7815 S. Claremont

Chicago IL
60620

Primary Contact: Augustine Afriyie

Phone: (773)434-1616

Fax: (773)434-2134

MBE?: Y

WBE?: N

DBE?: N

BEPD?: N

Certification Expiration Date: 11/01/2007

Specialty Areas: Carpentry
Concrete Equipment: Buckets, Screeding Machines, Curbers, Finishers, etc
Maintenance and Repair

[Department of Procurement Services Disclaimer](#)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Interest from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: New Westinghouse High School - BBSD

Project Number: 1446R

FROM:

Glass Designers Inc. MBE XXX WBE _____
(Name of MBE or WBE)

TO:

George Sollitt Company and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor XXX a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/4/06. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Alum. curtainwall

Interior and exterior glass and glazing

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. Two Million and no/cent

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be subject to non-MBE/WBE contractors.

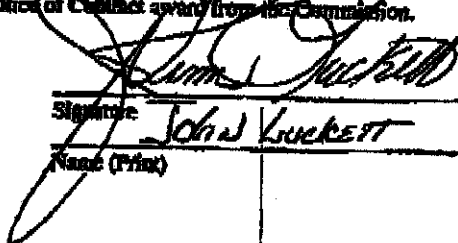
0 % of the dollar value of the MBE/WBE subcontract will be subject to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be subject, a brief explanation and description of the work to be subject must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Glass Designers Inc.
Name of MBE/WBE Firm (Print)
2/22/07
Date 1-773/947-0072
Phone


Signature
John Luckett
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

3127441235

dept of procurement line

04:38:53 p.m. 12-06-2006

1/1



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 4, 2006

John Lockett, President
Glass Designers, Inc.
7421-23 South South Chicago Avenue
Chicago, Illinois 60619

Dear Mr. Lockett:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **December 1, 2007**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Glazing Contractor; Screen and Storm Window Repair and Installation; Ornamental Iron Work

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lumpkin
Deputy Procurement Officer

LAL/ds





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Vendor Information for: **Glass Designers Inc.**
Address: 7421 S South Chicago Ave

Chicago IL
60619

Primary Contact: John Lockett
Phone: (773)947-0072
Fax: (773)947-0422

MBE?: Y

WBE?: N

DBE?: N

BEPD?: N

Certification Expiration Date: 12/01/2007

Specialty Areas: Glass Replacement and Repair Services, Windshield and Window (Auto
 Glass and Glazing
 Screen Doors and Window Screens, Aluminum Frame
 Welding Safety Shields/Curtains/Partitions
 Window Installation, Maintenance and Repair (Metal)
 Windows, Frames, and Sashes, Aluminum

Department of Procurement Services Disclaimer

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1333

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID.**

Name of Project: New Westinghouse High School-REBTD

Project Number: 1446R

FROM:

Anderson & Shah Roofing, Inc. MBE WBE
(Name of MBE or WBE)

TO:

George Sollitt Const. Co. and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated 8/29/06. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Roofing & Related Work

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$1,362,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1333

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SOB-SUBCONTRACTING LEVELS

- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Anderson & Shah Roofing, Inc.

Name of MBE/WBE Firm (Print)

2/22/07

Date

(815) 741-0909

Phone

Paul Shah
Signature

Name (Print)

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Aug-29-2006 01:58pm

From-CITY OF CHICAGO PROCUREMENT

+1 312 7440328

T-780

P.001/001

F-780



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

August 29, 2006

Pravin M. Shah
Anderson & Shah Roofing, Inc.
23900 County Farm Road
Joliet, Illinois 60431

Dear Mr. Shah:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until September 1, 2007.


The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Commercial, Industrial and Institutional Roofing and Sheet Metal Work

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lon A. Jypson
Deputy Procurement Officer

rnck





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Directory of Certified Minority and/or Women Business Enter

Vendor Information for: Anderson & Shah Roofing, Inc.

Address: 23900 County Farm Road

Joliet IL

60431

Primary Contact: Pravin M. Shah

Phone: (815)741-0909

Fax: (815)741-3565

MBE?:Y

WBE?:N

DBE?:N

BEPD?:N

Certification Expiration Date: 09/01/2007

Specialty Areas: Roofing
Roofing, Gutters, and Downspouts Maintenance and Repair

[Department of Procurement Services Disclaimer](#)

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

**Letter of Intent from MBE/WBE
To Perform AS**

Subcontractor, Subconsultant and/or Material Supplier (1 of 2)

Name of Project Westinghouse High School
Contract Number 1446R
Project Number _____

FROM:

A.L.L. Masonry Construction

Name of MBE or WBE _____ MBE X WBE _____

TO:

Sollit/Oakley Joint Venture and Public Building Commission of Chicago
(Name of Prime or General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one)

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification, dated July 1, 2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Masonry Work

The above described services or goods are offered for the following price, with the terms of payment as stipulated in the Contract Documents.

\$11,088,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C
Letter of Intent from MBE/WBE
To Perform AS
Subcontractor, Subconsultant and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

NIC

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with you as Contractor, conditioned upon your execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

A.L.L. Masonry Construction

Name of MBE/WBE Firm (Print)

February 22, 2007

Date

(773) 489-1280

Phone

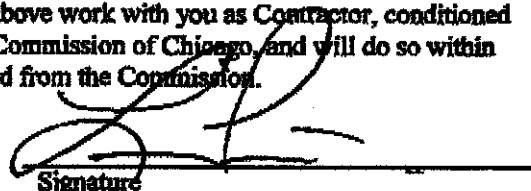
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Luis Puig Jr., Vice-President

Name (Print)

Signature

Name (Print)

MBE WBE Non-MBE/WBE



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

May 10, 2006

Luis Puig, Jr., President
A.L.L. Masonry Construction Co., Inc.
1414 West Willow Street
Chicago, Illinois 60622-1524

Annual Certificate Expires: July 1, 2007
Vendor Number: 1026516

Dear Mr. Puig:

We are pleased to inform you that A.L.L. Masonry Construction Co., Inc. has been certified as a MBE by the City of Chicago. This MBE certification is valid until July 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by July 1, 2007.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Masonry Construction

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/emc





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Directory of Certified Minority and/or Women Business Enter

Vendor Information for: **A.I. Masonry Construction Co., Inc.**
Address: 1414 W Willow St

 Chicago IL
 60622
Primary Contact: Luis Puig Sr
Phone: (773)489-1280
Fax: (773)489-1280
MBE?: Y
WBE?: N
DBE?: N
BEPD?: N
Certification Expiration
Date: 07/01/2007
Specialty Areas: Masonry
 Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside
 Sawing Work)

Department of Procurement Services Disclaimer

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: New Westinghouse High School

Project Number: 1446R

FROM:

Evans Electric LLC MBE XX WBE _____
(Name of MBE or WBE)

TO:

Sollitt / Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Electrical
Gear Stage lighting
Fixtures & lamps Generator
Dimming system Race material

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 3,500,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Evans Electric LLC
Name of MBE/WBE Firm (Print)
2/26/07
Date
708-453-1400
Phone

Michael Evans
Signature
Michael Evans
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Beth A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-8900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 21, 2006

Michael Evans, President
Evan's Electric, LLC
4128 Sumner Ct.
Matteson, IL 60443

Annual Certificate Expires: January 1, 2008
Vendor Number: 60092341

Dear Mr. Evans:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until January 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by January 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

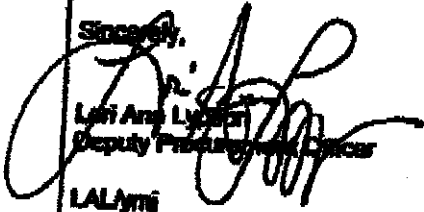
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Electrical Contractor

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lyden
Deputy Procurement Director

LAL/ymj



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: New Westinghouse High School

Project Number: 1446R

FROM:

AIR DESIGN SYSTEMS, INC. MBE _____ WBE XX
(Name of MBE or WBE)

TO:

Sollitt / Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor XX a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____, In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

VENTILATION

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

THREE MILLION FIVE HUNDRED
THOUSAND DOLLARS (3,500,000.00)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

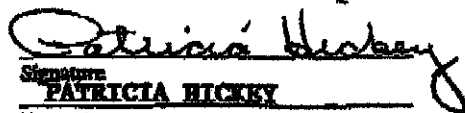
- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

AIR DESIGN SYSTEMS, INC.
Name of MBE/WBE Firm (Print)
2/26/07
Date
630/654-1900
Phone


Signature
PATRICIA HICKEY
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
21 North LaSalle Street
Chicago, Illinois 60602
312) 744-4900
312) 744-2949 (TTY)
<http://www.cityofchicago.org>

March 30, 2006

Patricia Hickey, President
Air Design Systems, Inc.
12011 West 91st Street
Willow Springs, Illinois 60480

Dear Ms. Hickey:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **DBE/WBE certification until December 1, 2006.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **DBE/WBE** in the following specialty area(s):

Heating, Ventilation, Air Conditioning and Air Balancing Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

rg



THE BOARD OF COMMISSIONERS

BORRIS L. STEELE

PRESIDENT

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12th Dist.
13th Dist.
14th Dist.
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16th Dist.
17th Dist.



OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
CONTRACT COMPLIANCE ADMINISTRATOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

October 2, 2006

Ms. Patricia Hickey, President
Air Design Systems, Inc.
12011 West 91st Street
Willow Springs, Illinois 60480

Dear Ms. Hickey:

We are in receipt of your Application to the County of Cook for Re-Certification as a Women Business Enterprise (WBE). This Application was made in the form of a Re-Certification Affidavit.

Air Design Systems, Inc. is hereby Re-Certified as a WBE (7) eligible to fulfill WBE (7) goals on County contracts. Your firm is Re-Certified as of October 2, 2006 for a period of one (1) year. It is your obligation to apply for Re-Certification no later than the end of the tenth (10th) month following the effective date of your Certification.

Your firm will be listed in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

**CONSTRUCTION: HVAC; AIR BALANCING; SHEET METAL FABRICATION
and INSTALLATION**

Your participation on County contracts will be credited toward WBE (7) goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of Air Design Systems, Inc. to notify the Office of Contract Compliance in writing within ten (10) business days, of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
BHP/rc

Protecting Our Water Environment

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Cynthia M. Santos
Patrick Young
Harry "Bus" Young

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312-751-5600

December 15, 2006

Ms. Patricia Hickey, President
Air Design Systems, Inc.
12011 West 91st Street
Willow Springs, Illinois 60480

Dear Ms. Hickey:

Vendor Number 5006200

We are in receipt of your City of Chicago Certification material as a Protected Class Enterprise ("PCE").

The result of our review concludes that Air Design Systems, Inc. is certified at this time as a WBE eligible to fulfill WBE requirements on Metropolitan Water Reclamation District of Greater Chicago ("District") contracts. Your firm is certified as of December 15, 2006.

It is your firm's obligation to apply for re-certification no later than September 1, 2007. Recertification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's PCE status. *An additional in-depth review will be made if your company is listed as a Protected Class Enterprise on a bid document to fulfill Affirmative Action goals at the District.*

Your firm will be listed in the on-line edition of the District's Protected Class Enterprise Directory (MWRD.Org - "Search Vendor List"). As with the City of Chicago, your specialty area will be shown as:

Heating, Ventilation, Air Conditioning and Air Balancing Services

As a certified PCE, it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding PCE certification or District business opportunities, please contact Amy E. Crowe, Program Administrator at 312-751-4035.

Sincerely yours,
Amy E. Crowe
Amy E. Crowe
Program Administrator
Affirmative Action

AEC:sd

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(1 of 2)**

Name of Project: New Westinghouse High School

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Representative

Title
and duly authorized representative of

Sollitt/Oakley Joint Venture

Name of General Contractor
whose address is

790 N. Central Ave.

in the City of Wood Dale, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------------|---|------------------------------------|--------------------|
| | | MBE | WBE |
| Oakley Const. Co. Inc. | 15% JV Partner | \$10,370,000 | \$ --- |
| Glass Designers | Glass and Windows | \$ 2,000,000 | \$ --- |
| Anderson & Shah Roofing | Roofing | \$ 1,362,000 | \$ --- |
| All Masonry | Masonry | \$11,088,000 | \$ --- |
| Evans Electric | Electrical | \$ 3,500,000 | \$ --- |
| Air Design Systems | Ventilation | \$ --- | \$3,500,000 |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$28,320,000 | \$3,500,000 |
| Percent of Total Base Bid | | 40.99% | 5.07% |

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(2 of 2)

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

The George Sollitt Const. Co.

Name of Contractor (Print)

February 22, 2007

Date

630-860-7333

Phone

Howard Strong

Signature

Howard Strong

Name (Print)

IF APPLICABLE:

By:

Oakley Construction Co., Inc.

Joint Venture Partner (Print)

February 22, 2007

Date

773-434-1616

Phone/FAX

Augustine Afriyie

Signature

Augustine Afriyie

Name (Print)

MBE WBE Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Montel M. Gayles, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gayles:

RE: Contract No. _____

Project Title: _____

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:

Documentation attached: yes _____ no _____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

Affidavit of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

| | 1 | 2 | 3 | 4 | Awards Pending | TOTALS |
|---|---|---|---|---|----------------|-------------|
| Project | | | | | | |
| Contract With | | | | | | |
| Estimated Completion Date | | | | | | |
| Total Contract Price | | | | | | 439,325,000 |
| Uncompleted Dollar Value if Firm is the GC | | | | | | 145,891,000 |
| Uncompleted Dollar Value if Firm is a Subcontractor | | | | | | |
| TOTAL VALUE OF ALL WORK | | | | | | 145,891,000 |

B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

| | 1 | 2 | 3 | 4 | Awards Pending | TOTALS |
|--------------------------------------|---|---|---|---|----------------|--------|
| Earthwork | | | | | | |
| Demolition | | | | | | |
| Sewer and Drain | | | | | | |
| Foundation | | | | | | |
| Painting | | | | | | |
| Struct. Steel (Bldg Const.) | | | | | | |
| Ornamental Steel (Bldg Construction) | | | | | | |
| Miscellaneous Concrete | | | | | | |
| Fireproofing | | | | | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------|---|---|---|---|----------------|
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| TOTAL Uncompleted | | | | | 123,528,000 |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Howard Strong
Signature

February 22, 2007
Date

Howard Strong
Name (Type or Print)

President
Title

Sollitt/Oakley Joint Venture

Bidder Name
790 N. Central Ave.

Address
Wood Dale IL 60191
City State Zip

Subscribed and sworn to before me
this 22nd day of February, 20 07

Nancy Blaneck
Notary Public

(SEAL)

Commission expires: 11/28/09



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Affidavit Of Local Business

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

_____, being first duly sworn, deposes and says that:

1. He/She is _____

(Owner, Partner, Officer)
of _____

(the name of the Bidder that has submitted the attached Bid);

2. Bidder, or partner with at least 50% interest in joint venture Bidder, is is not
a "Local Business" as defined by the provisions of Section 22.18 of the Standard Terms and
Conditions (Book 2).

3. Bidder, or partner with at least 50% interest in joint venture Bidder, does does not
have business locations outside the corporate limits of the City of Chicago.

If other business locations exist, provide business addresses and phone numbers:

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs _____
(insert number) regular full-time people, _____ (insert number) of whom work at business
location(s) within the corporate limits of the City of Chicago.

5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, is is not
subject to City of Chicago taxes.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20 _____

(Signature)

(SEAL)

(Title)

My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1446R

Statement Of Bidder's Qualifications

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder _____

Submitted By _____

Title _____

Permanent Main Office Address _____

Local Address _____

Local Telephone No. and FAX No. _____

How many years operating as contractor for work of this nature? _____

List of recently completed contracts of similar dollar value and scope of work.

| | Name/Address | Dollar Amount | Year of Contract | Nature of Project |
|----|--------------|---------------|------------------|-------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name _____
- (b) State and City in which incorporated _____
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- (d) Name and address of registered agent in Illinois

(e) Names and titles of officers authorized to sign contracts

| | |
|-------|-------|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Name | Title |

If submitted by a partnership:

- (a) Firm Name _____
- (b) Official Address _____
- (c) Names of all Partners: _____

If submitted by an individual:

- (a) Firm Name _____
- (b) The Owner _____
- (c) Official Address _____

Signature of Affiant

Subscribed and sworn to before me this _____ day of _____ 20 _____

(SEAL)

Notary Public
My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

Disclosure of Retained Parties

The apparent 1st low and the apparent 2nd low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: New Construction
Description of goods or services to be provided under Contract: 1446R
New Westinghouse High School
2. Name of Contractor: Sollitt/Oakley Joint Venture
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the Contract Documents.

Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

| Name | Business Address | Relationship (Attorney, Lobbyists, Subcontractor, etc.) | Fees (indicate whether paid or estimated) |
|--------------|------------------|---|---|
| See Attached | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Disclosure of Retained Parties (continued)

4. The Contractor understands and agrees as follows:

- a) The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
- b) If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
- c) This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.



Signature

John Pridmore

Name (Type or Print)

February 22, 2007

Date

Date

Representative

Title

Subscribed and sworn to before me
this 22nd day of February, 2007



Notary Public

Commission expires: 11/28/09

(SEAL)

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/28/09

Retained Parties:

| Name | Business Address | Relationship | Fees |
|--|--|---------------------|--------------|
| Glass Designers, Inc. | 7421-23 S. Chicago Ave. Chicago, Illinois 60619 | Subcontractor | \$ 2,000,000 |
| Anderson & Shah Roofing, Inc. | 23900 County Farm Road Joliet, Illinois 60431 | Subcontractor | \$ 1,362,000 |
| A.L.L. Masonry Construction Company | 1414 W. Willow Street Chicago, Illinois 60622 | Subcontractor | \$11,088,000 |
| Evans Electric | 4202 Warren Ave. Hillside, IL 60162 | Subcontractor | \$ 3,500,000 |
| Air Design Systems, Inc. | 12011 W. 91st Street Willow Springs, Illinois 60480-1299 | Subcontractor | \$ 3,500,000 |

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C
Letter of Intent from MBE/WBE
To Perform AS
Subcontractor, Subconsultant and/or Material Supplier (1 of 2)

Name of Project Westinghouse High School
Contract Number 1446R
Project Number _____

FROM:

A.L.L. Masonry Construction
Name of MBE or WBE

MBE X WBE _____

TO:

Sollit/Oakley Joint Venture
(Name of Prime or General Bidder)

and Public Building Commission of Chicago

The undersigned intends to perform work in connection with the above-referenced project as (check one)

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification, dated July 1, 2007
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Masonry Work

The above described services or goods are offered for the following price, with the terms of payment as stipulated in the Contract Documents.

\$11,088,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C
Letter of Intent from MBE/WBE
To Perform AS
Subcontractor, Subconsultant and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

NIC

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with you as Contractor, conditioned upon your execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

A.L.L. Masonry Construction

Name of MBE/WBE Firm (Print)

February 22, 2007

Date

(773) 489-1280

Phone

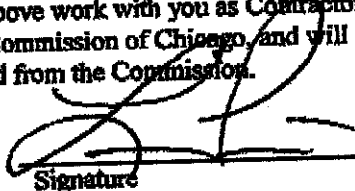
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Luis Puig Jr., Vice-President

Name (Print)

Signature

Name (Print)

MBE X WBE Non-MBE/WBE



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lutzkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

May 10, 2006

Luis Puig, Jr., President
A.L.L. Masonry Construction Co., Inc.
1414 West Willow Street
Chicago, Illinois 60622-1524

Annual Certificate Expires: July 1, 2007
Vendor Number: 1026516

Dear Mr. Puig:

We are pleased to inform you that A.L.L. Masonry Construction Co., Inc. has been certified as a MBE by the City of Chicago. This MBE certification is valid until July 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by July 1, 2007.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Masonry Construction

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/emc





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Directory of Certified Minority and/or Women Business Enter

Vendor Information for: A.I.I. Masonry Construction Co., Inc.
Address: 1414 W Willow St

 Chicago IL
 60622
Primary Contact: Luis Puig Sr
Phone: (773)489-1280
Fax: (773)489-1280
MBE?: Y
WBE?: N
DBE?: N
BEPD?: N
Certification Expiration Date: 07/01/2007
Specialty Areas: Masonry
 Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside
 Sawing Work)

Department of Procurement Services Disclaimer

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: New Westinghouse High School

Project Number: 1446R

FROM:

Evans Electric LLC MBE XX WBE _____
(Name of MBE or WBE)

TO:

Sollitt / Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Electrical
Gear Stage Lighting
Fixtures & lamps Generators
Dimming system Base material

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 3,500,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

- % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By: EVANS Electric LLC
 Name of MBE/WBE Firm (Print)
2/26/07
 Date
708-453-1400
 Phone

Michael Evans
 Signature
Michael EVANS
 Name (Print)

IF APPLICABLE:
By:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

 Name (Print)
 MBE ___ WBE ___ Non-MBE/WBE ___

01-02-2007 09:36 EVANSELECTRIC 7067473049



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Burton A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 21, 2006

Michael Evans, President
Evan's Electric, LLC
4126 Sumner Ct
Matteson, IL 60443

Annual Certificate Expires: January 1, 2008
Vendor Number: 50098841

Dear Mr. Evans:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until January 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by January 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Electrical Contractor

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lydon
Deputy Procurement Officer

LAL/mtj





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Vendor Information for: Evans Electric, Llc
Address: 4126 Sumter Court

 Matteson IL
 60443
Primary Contact: Michael Evans
Phone: (708)828-9374
Fax: (708)747-9535
MBE?: Y
WBE?: N
DBE?: N
BEPD?: N
Certification Expiration Date: 01/01/2008
Specialty Areas: Electrical
 Wiring and Other Electrical Maintenance and Repair Services

[Department of Procurement Services Disclaimer](#)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: New Westinghouse High School

Project Number: 1446R

FROM:

AIR DESIGN SYSTEMS, INC. MBE _____ WBE XX
(Name of MBE or WBE)

TO:

Sollitt / Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor XX a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

VENTILATION

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

THREE MILLION FIVE HUNDRED
THOUSAND DOLLARS (3,500,000.00)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

- % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

AIR DESIGN SYSTEMS, INC.

Name of MBE/WBE Firm (Print)

2/26/07

Date
630/654-1900

Phone



Signature

PATRICIA HICKEY

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lypson
Chief Procurement Officer

City Hall, Room 403
21 North LaSalle Street
Chicago, Illinois 60602
312) 744-4900
312) 744-2949 (TTY)
<http://www.cityofchicago.org>

March 30, 2006

Patricia Hickey, President
Air Design Systems, Inc.
12011 West 91st Street
Willow Springs, Illinois 60480

Dear Ms. Hickey:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your DBE/WBE certification until **December 1, 2006**.


The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward DBE/WBE in the following specialty area(s):

Heating, Ventilation, Air Conditioning and Air Balancing Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

FB



THE BOARD OF COMMISSIONERS

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ROBBIE L. STEELE
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6th Dist. BRUCE GOULBY
7th Dist. CARL R. HANSEN
8th Dist. ARTHUR J. PERAZA
9th Dist. ELIZABETH ANN DOODY SCHWAB



OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
CONTRACT COMPLIANCE ADMINISTRATOR

178 North Clark Street, Room 1020
Chicago, Illinois 60602-1904
TEL (312) 603-5502
FAX (312) 603-4547

October 2, 2006

Ms. Patricia Hickey, President
Air Design Systems, Inc.
12011 West 91st Street
Willow Springs, Illinois 60480

Dear Ms. Hickey:

We are in receipt of your Application to the County of Cook for Re-Certification as a Women Business Enterprise (WBE). This Application was made in the form of a Re-Certification Affidavit.

Air Design Systems, Inc. is hereby Re-Certified as a WBE (7) eligible to fulfill WBE (7) goals on County contracts. Your firm is Re-Certified as of October 2, 2006 for a period of one (1) year. It is your obligation to apply for Re-Certification no later than the end of the tenth (10th) month following the effective date of your Certification.

Your firm will be listed in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

**CONSTRUCTION: HVAC; AIR BALANCING; SHEET METAL FABRICATION
and INSTALLATION**

Your participation on County contracts will be credited toward WBE (7) goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of Air Design Systems, Inc. to notify the Office of Contract Compliance in writing within ten (10) business days, of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,
Betty Hancock Perry
Betty Hancock Perry
BHP/rc

Protecting Our Water Environment

BOARD OF COMMISSIONERS
Terence J. O'Brien
President
Kathleen Thoresen Mearns
Vice President
Glenn Arko Majewski
Chairman Of Finance
Frank Amis
James C. Harris
Barbara J. McGowan
Cynthia M. Santos
Patricia Young
Harry "Bud" Yurak

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312-751-5600

December 15, 2006

Ms. Patricia Hickey, President
Air Design Systems, Inc.
12011 West 91st Street
Willow Springs, Illinois 60480

Dear Ms. Hickey:

Vendor Number 5000200

We are in receipt of your City of Chicago Certification material as a Protected Class Enterprise ("PCE").

The result of our review concludes that Air Design Systems, Inc. is certified at this time as a WBE eligible to fulfill WBE requirements on Metropolitan Water Reclamation District of Greater Chicago ("District") contracts. Your firm is certified as of December 15, 2006.

It is your firm's obligation to apply for re-certification no later than September 1, 2007. Recertification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's PCE status. An additional in-depth review will be made if your company is listed as a Protected Class Enterprise on a bid document to fulfill Affirmative Action goals at the District.

Your firm will be listed in the on-line edition of the District's Protected Class Enterprise Directory (MWRD.Org - "Search Vendor List"). As with the City of Chicago, your specialty area will be shown as:

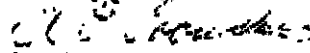
Heating, Ventilation, Air Conditioning and Air Balancing Services

As a certified PCE, it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding PCE certification or District business opportunities, please contact Amy E. Crowe, Program Administrator at 312-751-4035.

Sincerely yours,


Amy E. Crowe
Program Administrator
Affirmative Action

AEC:sd

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(1 of 2)

Name of Project: New Westinghouse High School

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Representative

Title
and duly authorized representative of

Sollitt/Oakley Joint Venture

Name of General Contractor
whose address is

790 N. Central Ave.

in the City of Wood Dale, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------------|---|------------------------------------|--------------------|
| | | MBE | WBE |
| Oakley Const. Co. Inc. | 15% JV Partner | \$10,370,000 | \$ --- |
| Glass Designers | Glass and Windows | \$ 2,000,000 | \$ --- |
| Anderson & Shah Roofing | Roofing | \$ 1,362,000 | \$ --- |
| All Masonry | Masonry | \$11,088,000 | \$ --- |
| Evans Electric | Electrical | \$ 3,500,000 | \$ --- |
| Air Design Systems | Ventilation | \$ --- | \$3,500,000 |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$28,320,000 | \$3,500,000 |
| Percent of Total Base Bid | | 40.99% | 5.07% |

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(2 of 2)

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

The George Sollitt Const. Co.
Name of Contractor (Print)
February 22, 2007
Date
630-860-7333
Phone

Howard Strong
Signature
Howard Strong
Name (Print)

IF APPLICABLE:

By:

Oakley Construction Co., Inc.
Joint Venture Partner (Print)
February 22, 2007
Date
773-434-1616
Phone/FAX

Augustine Afriyie
Signature
Augustine Afriyie
Name (Print)
MBE X WBE _____ Non-MBE/WBE _____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Montel M. Gayles, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gayles:

RE: Contract No. _____

Project Title: _____

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:

Documentation attached: yes _____ no _____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

Affidavit of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

| | 1 | 2 | 3 | 4 | Awards Pending | TOTALS |
|---|---|---|---|---|----------------|-------------|
| Project | | | | | | |
| Contract With | | | | | | |
| Estimated Completion Date | | | | | | |
| Total Contract Price | | | | | | 439,325,000 |
| Uncompleted Dollar Value if Firm is the GC | | | | | | 145,891,000 |
| Uncompleted Dollar Value if Firm is a Subcontractor | | | | | | |
| TOTAL VALUE OF ALL WORK | | | | | | 145,891,000 |

B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

| | 1 | 2 | 3 | 4 | Awards Pending | TOTALS |
|--------------------------------------|---|---|---|---|----------------|--------|
| Earthwork | | | | | | |
| Demolition | | | | | | |
| Sewer and Drain | | | | | | |
| Foundation | | | | | | |
| Painting | | | | | | |
| Struct. Steel (Bldg Const.) | | | | | | |
| Ornamental Steel (Bldg Construction) | | | | | | |
| Miscellaneous Concrete | | | | | | |
| Fireproofing | | | | | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------------|---|---|---|---|-------------------|
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| TOTAL Uncompleted | | | | | 123,528,000 |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Howard Strong
Signature

February 22, 2007
Date

Howard Strong
Name (Type or Print)

President
Title

Sollitt/Oakley Joint Venture

Bidder Name
790 N. Central Ave.

Address
Wood Dale IL 60191
City State Zip

Subscribed and sworn to before me
this 22nd day of February, 2007

Nancy Planeck
Notary Public

(SEAL)

Commission expires: 11/28/09



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Affidavit Of Local Business

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

_____, being first duly sworn, deposes and says that:

1. He/She is

(Owner, Partner, Officer)
of

(the name of the Bidder that has submitted the attached Bid);

2. Bidder, or partner with at least 50% interest in joint venture Bidder, is is not a "Local Business" as defined by the provisions of Section 22.18 of the Standard Terms and Conditions (Book 2).
3. Bidder, or partner with at least 50% interest in joint venture Bidder, does does not have business locations outside the corporate limits of the City of Chicago.

If other business locations exist, provide business addresses and phone numbers:

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs _____ (insert number) regular full-time people, _____ (insert number) of whom work at business location(s) within the corporate limits of the City of Chicago.
5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, is is not subject to City of Chicago taxes.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

(Signature)

(SEAL)

(Title)

My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Statement Of Bidder's Qualifications

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder _____

Submitted By _____

Title _____

Permanent Main Office Address _____

Local Address _____

Local Telephone No. and FAX No. _____

How many years operating as contractor for work of this nature? _____

List of recently completed contracts of similar dollar value and scope of work.

| | Name/Address | Dollar Amount | Year of Contract | Nature of Project |
|----|--------------|---------------|------------------|-------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name _____
- (b) State and City in which incorporated _____
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- (d) Name and address of registered agent in Illinois

(e) Names and titles of officers authorized to sign contracts

| | |
|-------|-------|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Name | Title |

If submitted by a partnership:

- (a) Firm Name _____
- (b) Official Address _____
- (c) Names of all Partners: _____

If submitted by an individual:

- (a) Firm Name _____
- (b) The Owner _____
- (c) Official Address _____

Signature of Affiant

Subscribed and sworn to before me this _____ day of _____ 20 _____

(SEAL)

Notary Public
My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Disclosure of Retained Parties

The apparent 1st low and the apparent 2nd low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: New Construction
Description of goods or services to be provided under Contract: 1446R
New Westinghouse High School
2. Name of Contractor: Sollitt/Oakley Joint Venture
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the Contract Documents.

Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

| Name | Business Address | Relationship (Attorney, Lobbyists, Subcontractor, etc.) | Fees (indicate whether paid or estimated) |
|--------------|------------------|---|---|
| See Attached | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

Disclosure of Retained Parties (continued)

4. The Contractor understands and agrees as follows:
- a) The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b) If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - c) This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.



Signature

John Fridmore

Name (Type or Print)

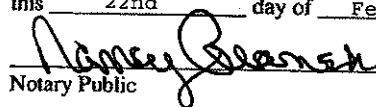
February 22, 2007

Date

Representative

Title

Subscribed and sworn to before me
this 22nd day of February, 2007



Notary Public

Commission expires: 11/28/09



Retained Parties:

| Name | Business Address | Relationship | Fees |
|--|--|---------------------|--------------|
| Glass Designers, Inc. | 7421-23 S. Chicago Ave. Chicago, Illinois 60619 | Subcontractor | \$ 2,000,000 |
| Anderson & Shah Roofing, Inc. | 23900 County Farm Road Joliet, Illinois 60431 | Subcontractor | \$ 1,362,000 |
| A.L.L. Masonry Construction Company | 1414 W. Willow Street Chicago, Illinois 60622 | Subcontractor | \$11,088,000 |
| Evans Electric | 4202 Warren Ave. Hillside, IL 60162 | Subcontractor | \$ 3,500,000 |
| Air Design Systems, Inc. | 12011 W. 91st Street Willow Springs, Illinois 60480-1299 | Subcontractor | \$ 3,500,000 |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

PERFORMANCE AND PAYMENT BOND

Contract No. 1446R

Bond No. 104779533

KNOW ALL MEN BY THESE PRESENTS, that we, The George Sollitt Construction Company/Oakley Construction Company Joint Venture a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of Wood Dale, State of Illinois, as _____ Corporate Principal, and

Travelers Casualty and Surety Company of America

215 Shuman Blvd.

Naperville, IL 60563

a corporation organized and existing under the laws of the State of CT, with offices in the State of *Illinois*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Sixty Nine Million Eighty Nine Thousand Dollars and No Cents (\$69,089,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated March 13, 2007, for the fabrication, delivery, performance and installation of

New Westinghouse High School
3223 W. Franklin Blvd., Chicago, IL

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of Sixty Nine Million Eighty Nine Thousand Dollars and No Cents (\$69,089,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this March 16, 2007, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal


Business Address

Individual Principal (Seal)

City State

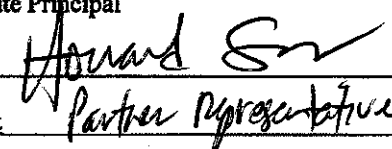
CORPORATE SEAL

ATTEST:

BY 


Secretary
Title

The George Sollitt Construction Company/
Oakley Construction Company Joint Venture
Corporate Principal

BY 

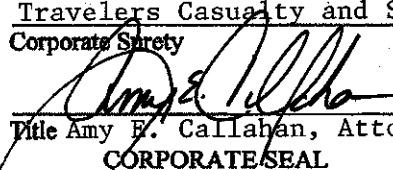
President
Title

790 E. Central Avenue
Wood Dale, IL 60191

BY 

2019 N. Elizabeth Dr.
Arlington Hts., IL 60004
Business Address & Telephone
(847) 392-9720

Travelers Casualty and Surety Company of
Corporate Surety America



Title Amy E. Callahan, Attorney-In-Fact
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Charlene Violette

Business Address: One Tower Square, Hartford, CT 06183

Telephone: 860-954-4089 Fax: 860-277-1303

The rate of premium of this Bond is \$ 5.80 per thousand. **
Total amount of premium charged is \$ 400,716.00 **

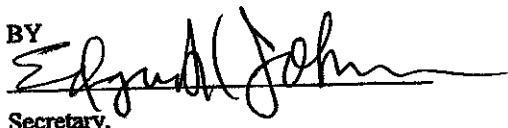
* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1446R

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY



Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, John Pridmore, certify that I am the _____ Secretary of The George Sollitt Construction Company/Oakley Construction Company Joint Venture, corporation named as Principal in the foregoing performance and payment bond, that Howard Strong who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 16th day of March 2007.

CORPORATE SEAL





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215923

Certificate No. 001386705

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Amy E. Callahan, Peter S. Forker, and Becky A. Heaston of Arlington Heights, Illinois

of the City of Milwaukee, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2007

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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V. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder shall inspect in detail the site of the proposed Work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.

B. Interpretations Or Addenda

1. The Commission will not furnish oral interpretations of Contract Documents. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission at least three (3) business days before bids are opened. Although all addenda will be faxed, emailed, or mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.
2. If any such differences or conflicts are not called to the Commission's Representative's attention ten (10) days or more prior to submission of bids, the Commission's Representative shall decide which of the conflicting requirements will govern, and the Contractor shall perform the work at no additional cost to the Commission in accordance with the decision of the Commission's Representative.

C. Inspection Of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility of completing the Work as set forth in the Contract Documents.

D. Pre-Qualification Of Bidders

1. Unless otherwise indicated in Part I "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on certain projects of the Commission. Responses to the RFQ were evaluated by the Commission on the basis of the firm's experience and past performance, technical qualifications, organization and equipment, financial resources, bonding and insurance capacity, and other factors deemed relevant by the Commission. Notice of pre-qualification has been provided by the Commission to all firms approved as "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Moreover, a firm that has been pre-qualified as a separate entity (e.g. sole proprietor, partnership, or corporation) is not eligible to submit a bid for this Contract as a joint venture with another pre-qualified firm unless such joint venture has been notified of its pre-qualification.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose, including

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completed form "Statement of Bidder's Qualifications" provided with this Book 1. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Competency of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
 - a) Contractor's Bid
 - b) Bid Guarantee
 - c) Administrative Fee
 - d) Basis of Award (Award Criteria)
 - e) Unit Prices
 - f) Affidavit of Non-collusion
 - g) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
 - i) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - j) Schedule E – Request for Waiver from MBE/WBE Participation
 - k) Affidavit of Uncompleted Work
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a) Financial Statement
 - b) Disclosure Affidavit

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- c) Affidavit of Local Business, including applicable documentation
 - d) Statement of Bidder's Qualifications
8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
9. The apparent 1st low and 2nd low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Guarantee: Deposit and Time Period

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:
- a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

H. Administrative Fee

Each Bidder must submit with its bid a certified or cashiers' check in the amount set forth in Part I.A. "Administrative Fee" as an administrative fee for processing and handling of non-responsive bids. Upon award of the contract, the successful Bidder's check, and the checks of all Bidders whose bids are determined by the Commission to have been responsive, shall be returned to the Bidders submitting them. Should one or more bids be rejected by the Commission as non-responsive, the checks from the non-responsive Bidder or Bidders shall be deposited in the general funds of the Commission as an administrative fee to compensate the Commission for the costs of processing and handling the non-responsive bid or bids.

I. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.

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2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

J. Basis of Award (Award Criteria)

The Bidder shall complete the figures in the Award Criteria Formula to compute the Award Criteria Figure and complete the Trade Participation information. Such information shall be attached to the bid on the form provided. All calculations will be verified pursuant to instructions provided in the form.

K. Alternates

The Bidder shall indicate a price for each and every Alternate, if any, described in the Contract Documents.

L. Affidavit of Non-Collusion

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

M. MBE and WBE Commitments

Pursuant to Article 23 "MBE/WBE Special Conditions, each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract.

N. Affidavit of Uncompleted Work

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder's own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

O. Bidder's Financial Statement

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier than the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

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P. Disclosure Affidavit

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit pursuant to Section 21.13 "Disclosure Affidavit."

Q. Affidavit of Local Business

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Affidavit of Local Business with current documentation as required in Section 21.18 "Local Business Preference."

R. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

S. Disclosure of Retained Parties

The apparent low Bidder and the apparent 2nd low bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on the document.

T. Submission of Bid

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals and provided "BID MODIFICATIONS TO SEALED PROPOSAL" is marked on the lower left-hand corner of the envelope in which the bid modification is enclosed so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

U. Withdrawal Of Bids Before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, telegraphic request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

V. Opening Of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

W. Evaluation of Bids

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1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria, as defined herein, complying with the conditions set forth in the Contract Documents. However, if the local business preference is applicable, the determination of the lowest responsible bidder will be made after a two percent (2%) local business preference is applied to the Award Criteria of all Bidders that do not meet the conditions defined in Section 21.18 "Local Business Preference."
2. The Bidder to whom the award is made will be notified at the earliest possible date.
3. Upon award of Contract, the Commission will process the Contract for final execution.
4. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

Y. Performance and Payment Bond and Insurance

1. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.
2. The Performance and Payment Bond shall be in the form herein and in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
3. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

Z. Order of Precedence of Components of the Contract Documents

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1. The order of precedence of the components of the Contract Documents shall be as follows:
 - a) Standard Terms and Conditions (Book 2);
 - b) Addenda, if any;
 - c) Technical Specifications and Drawings;
 - d) Project Information, Instructions, and Execution Documents (Book 1);
 - e) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
 - f) Performance and Payment Bond, if required.
2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

AA. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

SPECIAL CONDITION REGARDING MBE PARTICIPATION

As a part of, and not in addition to its commitment to expend 30% of the total Contract value for participation by MBEs, the Contractor agrees to expend amounts equal to not less than the following stated percentages of its Contract Base Bid, if awarded, to MBEs performing work in the below described trade subcontract work.

| <u>Trade Subcontract Work</u> | <u>MBE Goal</u> |
|-------------------------------|-----------------------------|
| Concrete / Steel | 3% of the Contract Base Bid |
| Sitework | 5% of the Contract Base Bid |
| General Trades | 6% of the Contract Base Bid |
| MEP Trades | 6% of the Contract Base Bid |

The trade subcontract work categories to which the above-established goals apply are defined as all labor, tools, material, and equipment required necessary to complete the following:

I. Concrete / Steel:

MBE Goal: 3% of Contract Base Bid

| <u>Specification Section</u> | <u>Description</u> |
|------------------------------|------------------------|
| 03300 | Cast-in-Place Concrete |
| 05120 | Structural Steel |
| 05210 | Steel Joists |
| 05311 | Steel Roof Deck |
| 05312 | Steel Floor Deck |
| 05500 | Metal Fabrication |
| 05721 | Glass Railing System |

II. Excavation & Backfill:

MBE Goal: 5% of Contract Base Bid

| <u>Specification Section</u> | <u>Description</u> |
|------------------------------|---|
| 02122 | Tree Protection and Trimming |
| 02222 | Excavating, Backfilling and Compacting for Utilities |
| 02230 | Tree & Plant Removal |
| 02300 | Earthwork |
| 02316 | Soil Handling and Management (including Soil Management Plan) |
| 02511 | Bituminous Concrete Paving |
| 02635 | Storm Water Detention |
| 02700 | Sewerage & Drainage |
| 02707 | Water Service |
| 02795 | Porous Pavement System |
| 02822 | Ornamental Fence Work |
| 02824 | Chain-Link Fences & Gates |
| 02832 | Tree Grates |
| 02872 | Bike Racks |
| 02900 | Landscaping |
| 02901 | CU Structural Soil |
| 02910 | Native Landscaping |
| 02985 | Lawn |
| 02513 | Portland Cement Concrete Paving |

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III. General Trades:

MBE Goal: 6% of Contract Base Bid

| <u>Specification Section</u> | <u>Description</u> |
|------------------------------|--|
| 04200 | Unit Masonry |
| 06101 | Carpentry |
| 06400 | Architectural Woodwork |
| 06401 | Modular Casework |
| 07113 | Membrane Waterproofing |
| 07115 | Bituminous Dampproofing |
| 07210 | Building Insulation |
| 07550 | Modified Bituminous Sheet Roofing |
| 07570 | Traffic Coating |
| 07621 | Metal Flashing and Trim |
| 07700 | Roof Accessories |
| 07710 | Manufactured Roof Specialties |
| 07725 | Heat/Smoke Vents |
| 07811 | Sprayed Fire-Resistive Materials |
| 07816 | Sprayed Intumescent Mastic Fire-Resistive Material |
| 07841 | Through-Penetration Firestop Systems |
| 07900 | Joint Sealers |
| 08110 | Steel Doors and Frames |
| 08161 | Sliding Metal Fire Doors |
| 08211 | Interior Flush Wood Doors |
| 08312 | Access Doors and Frames |
| 08331 | Overhead Coiling Counter Doors |
| 08332 | Overhead Coiling Fire Doors |
| 08333 | Overhead Coiling Service Doors |
| 08520 | Aluminum Windows |
| 08710 | Finish Hardware |
| 08801 | Interior Glazing |
| 08910 | Aluminum Window Wall |
| 09220 | Cement Plaster |
| 09260 | Gypsum Board Systems |
| 09270 | Drywall Shaft Systems |
| 09300 | Tile |
| 09410 | Terrazzo |
| 09510 | Acoustical Ceiling |
| 09644 | Wood Gymnasium Floor |
| 09647 | Wood Dance Floor |
| 09648 | Wood Stage Floor |
| 09650 | Resilient Tile Flooring |
| 09666 | Sheet Vinyl Flooring |
| 09668 | Rubber Flooring |
| 09678 | Resilient Wall Base |
| 09680 | Carpeting |
| 09700 | Epoxy Flooring |
| 09841 | Acoustical Wall Panels |
| 09900 | Finish Painting |
| 10101 | Visual Display Units |
| 10155 | Toilet Compartments |
| 10200 | Louvers |

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| | |
|-------|---|
| 10350 | Flagpoles |
| 10425 | Metal Letters |
| 10431 | Exterior Signs |
| 10433 | Interior Signage |
| 10434 | Exterior Emergency Signs |
| 10500 | Metal Lockers |
| 10521 | Installation of Fire Extinguishers and Cabinets |
| 10610 | Folding Security Gates |
| 10801 | Toilet Accessories |
| 11062 | Rigging, Curtains & Tracks |
| 11132 | Projection Screens |
| 11160 | Loading Dock Equipment |
| 11172 | Waste Compactors |
| 11400 | Food Service Equipment |
| 11483 | Gym Divider |
| 11484 | Basketball Backstops |
| 11490 | Gymnasium Equipment |
| 11610 | Laboratory Fume Hoods |
| 12348 | Wood Laboratory Casework |
| 12485 | Foot Grilles |
| 12500 | Window Treatment |
| 12501 | Motorized Shades |
| 12610 | Fixed Audience Seating |
| 12760 | Telescoping Stands |
| 13150 | Swimming Pool 13150-1-26 |
| 14240 | Hydraulic Elevators |
| 14420 | Wheelchair Lifts |

IV. MEP Trades:

MBE Goal: 6% of Contract Base Bid

| <u>Specification Section</u> | <u>Description</u> |
|------------------------------|---|
| 15010 | General Provisions for Mechanical Work |
| 15050 | Basic Mechanical Materials & Methods |
| 15060 | Hangers and Supports |
| 15081 | Duct Insulation |
| 15082 | Equipment Insulation |
| 15083 | Pipe Insulation |
| 15100 | Valves |
| 15121 | Pipe Expansion Compensation |
| 15122 | Meters and Gages |
| 15170 | Motors |
| 15181 | Hydronic Piping |
| 15185 | Hydronic Pumps |
| 15189 | HVAC Water Treatment |
| 15190 | Mechanical Identification |
| 15245 | Vibration Isolation |
| 15305 | Wet Pipe Sprinkler System |
| 15320 | Electric Drive, Horizontal Fire Pump |
| 15411 | Water Distribution Piping |
| 15420 | Drainage and Vent Piping |
| 15421 | Acid Resistant Drainage and Vent Piping |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

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| 15422 | Drainile Piping Systems |
| 15430 | Plumbing Specialties |
| 15440 | Plumbing Fixtures |
| 15441 | Water Distribution Pumps |
| 15444 | Packaged Booster Pumps |
| 15445 | Sewage Pumps |
| 15446 | Sump Pumps |
| 15462 | Fuel-Fired Water Heaters |
| 15488 | Natural Gas Systems |
| 15513 | Condensing Boilers |
| 15530 | Refrigerant Piping |
| 15550 | Flue Vents |
| 15626 | Air-Cooled Rotary Screw Water Chillers 130 Tons & Greater |
| 15783 | Computer Room Air-Conditioning Units |
| 15815 | Metal Ducts |
| 15820 | Ductwork Accessories |
| 15832 | Finned-Tube Radiation |
| 15833 | Radiant Ceiling Panels |
| 15835 | Unit Heaters |
| 15845 | Air Terminals |
| 15846 | Dehumidifiers and Pool Water Heaters |
| 15850 | Fans |
| 15854 | Central Station Air Handling Units |
| 15855 | Diffusers, Registers, and Grilles |
| 15861 | Air Filters |
| 15950 | Building Automation System (BAS) General |
| 15951 | BAS Basic Materials, Interfacing Devices, and Sensors |
| 15952 | BAS Operator Interfaces |
| 15953 | BAS Field Panels |
| 15954 | BAS Communication Devices |
| 15955 | Bas Software and Programming |
| 15958 | Sequences of Operation |
| 15965 | Variable Frequency Drives |
| 15990 | Testing, Adjusting, and Balancing |
| 15995 | Mechanical Systems Commissioning |
| 15997 | Mechanical Testing Requirements |
| 15998 | Pre-functional Checklists |
| 15998 | PC 0 Prefunctional Checklists |
| 15998 | PC 1 Prefunctional Checklist – Air Handler Unit – AHU's |
| 15998 | PC 2 Prefunctional Checklist – Air Cooled Condenser Compressor |
| 15998 | PC 3 Prefunctional Checklist – Boiler #'s |
| 15998 | PC 4 Calibration and Leak-By Test Procedures |
| 15998 | PC 5 Prefunctional Checklist – Chiller #'s |
| 15998 | PC 6 Prefunctional Checklist – Chilled Water Piping |
| 15998 | PC 7 Prefunctional Checklist – Computer Room AC Unit |
| 15998 | PC 8 Prefunctional Checklist – Building Automation System |
| 15998 | PC 9 Prefunctional Checklist – Exhaust Fans ID #'s |
| 15998 | PC 10 Prefunctional Checklist – Fan Coil Unit, FCU #'s |
| 15998 | PC 11 Prefunctional Checklist – Heating Water Piping |
| 15998 | PC 12 Prefunctional Checklist – Pump #'s |
| 15998 | PC 13 Plan & Documenting Require. for Startup & Initial Checkout |

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| | |
|-------|--|
| 15998 | PC 14 TAB Plan Review Checklist |
| 15998 | PC 15 Prefunctional Checklist Records |
| 15998 | PC 16 Prefunctional Checklist Variable Frequency Drive |
| 15999 | Sample Functional Test procedures |
| 15999 | FT1 Functional Test – Cooling Air Handling Unit AHU |
| 15999 | FT2 Functional Test – Boiler |
| 15999 | FT3 Functional Test – Boiler System |
| 15999 | FT4 Functional Test – Fin Tube Radiator |
| 15999 | FT5 Functional Test – Small Service Hot Water Circulating Pumps |
| 15999 | FT6 Functional Test – Thermal Units |
| 15999 | FT7 Functional Test – Unit Heater UH-1 Penthouse |
| 15999 | FT8 Functional Performance Test – Variable Frequency Drive VAV Fan Application |
| 15999 | FT9 Functional Performance Test Variable Frequency Drive Pump Application |
| 15999 | FT10 Functional Test Emergency Power System |
| 15999 | FT11 Functional Performance Test – Lighting Sweep |
| 15999 | FT12 Functional Performance Test Air-Side Economizer |
| 15999 | FT13 Functional Test Terminal Units Data Common for All Units |
| 15999 | FT14 Functional Test Plan Test and Balance (TAB) Checkout |
| 15999 | FT15 Functional Test Service Water Heater (Gas) |
| 15999 | FT16 Functional Test Split AC Unit AC-1 FCU-2 |
| 15999 | FT17 Functional Test Cabinet Unit Heater CUH1; 2 |
| 15999 | FT18 Functional Test Heating Fan Coil FCU-1 |
| 16010 | Basic Electrical Requirements |
| 16016 | Power System Study |
| 16050 | Basic Electric Materials and Methods |
| 16114 | Ladder Tray for MDF Room |
| 16120 | Conductors and Cables |
| 16130 | Raceways and Boxes |
| 16140 | Wiring Devices |
| 16190 | Support Devices |
| 16195 | Electrical Identification |
| 16400 | Service and Distribution (600V and Below) |
| 16415 | Transfer Switches |
| 16425 | Switchboards |
| 16426 | Power Management Control System |
| 16430 | Metering |
| 16452 | Grounding |
| 16460 | Transformers |
| 16470 | Panelboards |
| 16475 | Overcurrent Protective Devices |
| 16476 | Disconnect Switches and Circuit Breakers |
| 16477 | Power Module Switch – Elevator Disconnect |
| 16481 | Motor Controllers |
| 16500 | Lighting |
| 16580 | Theater Stage Lighting System |
| 16620 | Packaged Engine Generator System |
| 16680 | Transient Voltage Suppression |
| 16720 | Intrusion Detection Systems |
| 16721 | Fire Alarm Systems |
| 16723 | School Intercom and Program Equipment |
| 16730 | Clock Systems |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1446R

| | |
|----------|---|
| 16740 | Voice and Data Systems |
| 16743 | Communication Identification |
| 16744 | Communications Testing |
| 16765 | Rescue Assistance System |
| 16780 | Media Management TV Systems |
| 16781 | CCTV Systems/Components |
| 16911 | Networkable Low Voltage Lighting Control |
| 16950 | Testing |
| 16995 | Electrical Systems Commissioning |
| 16997 | Electrical Testing Requirements |
| 16998 | Prefunctional Checklist - Electrical |
| 16999 | Sample Functional Test Procedures - Electrical |
| 16999FT1 | Functional Test FT – Exterior Lighting Controls |
| 16999FT2 | Functional Performance Test Lighting Sweep |
| 16999FT5 | Functional Test – FT Emergency Power System |

The Trade Subcontract MBE goals may be met through the participation of MBE joint ventures that self-perform a portion of the above described trade subcontract work or by the subcontracting of the trade subcontract work to one or more MBEs, or by purchasing materials used in the performance of the trade subcontract work from one or more MBEs, or by any combination of the foregoing.

Cook County Prevailing Wage for January 2007

| Trade Name | RG | TYP | C | Base | FRMAN | *M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|----------------------|---------|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| ASBESTOS ABT-GEN | ALL | | | 31.550 | 32.300 | 1.5 | 1.5 | 2.0 | 7.460 | 4.840 | 0.000 | 0.170 |
| ASBESTOS ABT-MEC | BLD | | | 23.300 | 24.800 | 1.5 | 1.5 | 2.0 | 7.860 | 4.910 | 0.000 | 0.000 |
| BOILERMAKER | BLD | | | 38.540 | 42.000 | 2.0 | 2.0 | 2.0 | 6.720 | 6.940 | 0.000 | 0.300 |
| BRICK MASON | BLD | | | 33.250 | 36.580 | 1.5 | 1.5 | 2.0 | 6.450 | 7.020 | 0.000 | 0.440 |
| CARPENTER | ALL | | | 36.520 | 38.520 | 1.5 | 1.5 | 2.0 | 7.960 | 5.910 | 0.000 | 0.490 |
| CEMENT MASON | ALL | | | 38.200 | 40.200 | 2.0 | 1.5 | 2.0 | 6.790 | 5.620 | 0.000 | 0.170 |
| CERAMIC TILE FNShR | BLD | | | 28.520 | 0.000 | 2.0 | 1.5 | 2.0 | 5.650 | 5.750 | 0.000 | 0.330 |
| COMM. ELECT. | BLD | | | 32.440 | 34.940 | 1.5 | 1.5 | 2.0 | 6.930 | 5.320 | 0.000 | 0.700 |
| ELECTRIC PWR EQMT OP | ALL | | | 36.050 | 42.000 | 1.5 | 1.5 | 2.0 | 7.870 | 9.730 | 0.000 | 0.270 |
| ELECTRIC PWR GRNDMAN | ALL | | | 28.120 | 42.000 | 1.5 | 1.5 | 2.0 | 6.140 | 7.600 | 0.000 | 0.210 |
| ELECTRIC PWR LINEMAN | ALL | | | 36.050 | 42.000 | 1.5 | 1.5 | 2.0 | 7.870 | 9.730 | 0.000 | 0.270 |
| ELECTRICIAN | ALL | | | 36.300 | 38.900 | 1.5 | 1.5 | 2.0 | 9.530 | 7.250 | 0.000 | 0.750 |
| ELEVATOR CONSTRUCTOR | BLD | | | 40.745 | 45.840 | 2.0 | 2.0 | 2.0 | 7.775 | 5.090 | 2.445 | 0.400 |
| FENCE ERECTOR | ALL | | | 27.140 | 28.640 | 1.5 | 1.5 | 2.0 | 7.500 | 7.590 | 0.000 | 0.250 |
| GLAZIER | BLD | | | 31.400 | 32.400 | 1.5 | 2.0 | 2.0 | 6.490 | 9.050 | 0.000 | 0.500 |
| HT/FROST INSULATOR | BLD | | | 33.300 | 35.050 | 1.5 | 1.5 | 2.0 | 7.860 | 8.610 | 0.000 | 0.310 |
| IRON WORKER | ALL | | | 36.250 | 37.750 | 2.0 | 2.0 | 2.0 | 8.970 | 10.77 | 0.000 | 0.300 |
| LABORER | ALL | | | 31.550 | 32.300 | 1.5 | 1.5 | 2.0 | 7.460 | 4.840 | 0.000 | 0.170 |
| LATHER | BLD | | | 36.520 | 38.520 | 1.5 | 1.5 | 2.0 | 7.960 | 5.910 | 0.000 | 0.490 |
| MACHINIST | BLD | | | 36.890 | 38.890 | 2.0 | 2.0 | 2.0 | 4.380 | 5.650 | 2.550 | 0.000 |
| MARBLE FINISHERS | ALL | | | 25.750 | 0.000 | 1.5 | 1.5 | 2.0 | 6.070 | 7.020 | 0.000 | 0.580 |
| MARBLE MASON | BLD | | | 33.250 | 36.580 | 1.5 | 1.5 | 2.0 | 6.450 | 7.020 | 0.000 | 0.580 |
| MATERIAL TESTER 1 | ALL | | | 21.550 | 0.000 | 1.5 | 1.5 | 2.0 | 7.460 | 4.840 | 0.000 | 0.170 |
| MATERIALS TESTER II | ALL | | | 26.550 | 0.000 | 1.5 | 1.5 | 2.0 | 7.460 | 4.840 | 0.000 | 0.170 |
| MILLWRIGHT | ALL | | | 36.520 | 38.520 | 1.5 | 1.5 | 2.0 | 7.960 | 5.910 | 0.000 | 0.490 |
| OPERATING ENGINEER | BLD 1 | | | 41.550 | 45.550 | 2.0 | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | BLD 2 | | | 40.250 | 45.550 | 2.0 | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | BLD 3 | | | 37.700 | 45.550 | 2.0 | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | BLD 4 | | | 35.950 | 45.550 | 2.0 | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | FLT 1 | | | 42.700 | 42.700 | 1.5 | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER | FLT 2 | | | 41.200 | 42.700 | 1.5 | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER | FLT 3 | | | 36.650 | 42.700 | 1.5 | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER | FLT 4 | | | 30.500 | 42.700 | 1.5 | 1.5 | 2.0 | 6.050 | 4.850 | 1.800 | 0.000 |
| OPERATING ENGINEER | HWY 1 | | | 39.750 | 43.750 | 1.5 | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | HWY 2 | | | 39.200 | 43.750 | 1.5 | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | HWY 3 | | | 37.150 | 43.750 | 1.5 | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | HWY 4 | | | 35.750 | 43.750 | 1.5 | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER | HWY 5 | | | 34.550 | 43.750 | 1.5 | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| ORNAMNTL IRON WORKER | ALL | | | 35.600 | 37.600 | 2.0 | 2.0 | 2.0 | 7.500 | 10.84 | 0.000 | 0.750 |
| PAINTER | ALL | | | 34.400 | 38.700 | 1.5 | 1.5 | 1.5 | 6.200 | 6.400 | 0.000 | 0.390 |
| PAINTER SIGNS | BLD | | | 28.260 | 31.730 | 1.5 | 1.5 | 1.5 | 2.600 | 2.260 | 0.000 | 0.000 |
| PILEDRIVER | ALL | | | 36.520 | 38.520 | 1.5 | 1.5 | 2.0 | 7.960 | 5.910 | 0.000 | 0.490 |
| PIPEFITTER | BLD | | | 37.600 | 39.600 | 1.5 | 1.5 | 2.0 | 8.660 | 6.900 | 0.000 | 0.940 |
| PLASTERER | BLD | | | 33.850 | 35.350 | 1.5 | 1.5 | 2.0 | 6.740 | 7.100 | 0.000 | 0.400 |
| PLUMBER | BLD | | | 39.700 | 41.700 | 1.5 | 1.5 | 2.0 | 8.170 | 4.560 | 0.000 | 0.940 |
| ROOFER | BLD | | | 33.650 | 35.650 | 1.5 | 1.5 | 2.0 | 6.460 | 3.310 | 0.000 | 0.330 |
| SHEETMETAL WORKER | BLD | | | 33.400 | 36.070 | 1.5 | 1.5 | 2.0 | 6.460 | 7.850 | 0.000 | 0.590 |
| SIGN HANGER | BLD | | | 25.150 | 26.000 | 1.5 | 1.5 | 2.0 | 4.180 | 2.400 | 0.000 | 0.000 |
| SPRINKLER FITTER | BLD | | | 37.500 | 39.500 | 1.5 | 1.5 | 2.0 | 8.000 | 5.850 | 3.600 | 0.500 |
| STEEL ERECTOR | ALL | | | 36.250 | 37.750 | 2.0 | 2.0 | 2.0 | 8.970 | 10.77 | 0.000 | 0.300 |
| STONE MASON | BLD | | | 33.250 | 36.580 | 1.5 | 1.5 | 2.0 | 6.450 | 7.020 | 0.000 | 0.440 |
| TERRAZZO FINISHER | BLD | | | 29.290 | 0.000 | 1.5 | 1.5 | 2.0 | 5.650 | 6.940 | 0.000 | 0.270 |
| TERRAZZO MASON | BLD | | | 33.650 | 36.650 | 1.5 | 1.5 | 2.0 | 5.650 | 8.610 | 0.000 | 0.300 |
| TILE MASON | BLD | | | 34.600 | 38.600 | 2.0 | 1.5 | 2.0 | 5.650 | 7.000 | 0.000 | 0.460 |
| TRAFFIC SAFETY WKER | HWY | | | 22.800 | 24.400 | 1.5 | 1.5 | 2.0 | 3.078 | 1.875 | 0.000 | 0.000 |
| TRUCK DRIVER | E ALL 1 | | | 29.150 | 29.800 | 1.5 | 1.5 | 2.0 | 5.650 | 4.300 | 0.000 | 0.000 |
| TRUCK DRIVER | E ALL 2 | | | 29.400 | 29.800 | 1.5 | 1.5 | 2.0 | 5.650 | 4.300 | 0.000 | 0.000 |
| TRUCK DRIVER | E ALL 3 | | | 29.600 | 29.800 | 1.5 | 1.5 | 2.0 | 5.650 | 4.300 | 0.000 | 0.000 |
| TRUCK DRIVER | E ALL 4 | | | 29.800 | 29.800 | 1.5 | 1.5 | 2.0 | 5.650 | 4.300 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 1 | | | 29.700 | 30.250 | 1.5 | 1.5 | 2.0 | 6.500 | 3.400 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 2 | | | 29.850 | 30.250 | 1.5 | 1.5 | 2.0 | 6.500 | 3.400 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 3 | | | 30.050 | 30.250 | 1.5 | 1.5 | 2.0 | 6.500 | 3.400 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 4 | | | 30.250 | 30.250 | 1.5 | 1.5 | 2.0 | 6.500 | 3.400 | 0.000 | 0.000 |
| TUCKPOINTER | BLD | | | 34.500 | 35.500 | 1.5 | 1.5 | 2.0 | 4.710 | 6.340 | 0.000 | 0.400 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holiday)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection,

maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion

and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled; Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with

Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters; Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAMsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

JOINT VENTURE AGREEMENT

This Agreement made and executed this 20th day of February, 2007, by and between THE GEORGE SOLLITT CONSTRUCTION COMPANY, an Illinois corporation, having its principal place of business at 790 N. Central Ave., Wood Dale, Illinois 60191, hereinafter sometimes referred to as "SOLLITT" and OAKLEY CONSTRUCTION COMPANY, Inc., an Illinois corporation, having its principal place of business at 7815-19 S. Claremont Ave., Chicago, Illinois 60620-5812, hereinafter sometimes referred to as "OAKLEY".

WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the New Westinghouse High School – Contract No. 1446R, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the "Contract", and the project and work there under is hereinafter referred to as the "Project", and
- B. SOLLITT and OAKLEY intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:
 1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Oakley Joint Venture", but in this Agreement referred to as the "Joint Venture". The sole and exclusive purpose of the

Joint Venture shall be to submit a bid for the performance of the Contract and if the Contract is awarded to the Joint Venture, to perform the Contract. The Joint Venture and this Agreement shall terminate (a) if the parties do not agree on the terms of the bid; or (b) if the Contract is not awarded to the Joint Venture; or (c) when the Contract has been fully completed including completion of Contract guarantees and the accounts are settled between the parties in accordance with the terms hereof. This Agreement shall not limit either party from engaging in other business for its own account, but each party will have no responsibility for contracts or business entered into by the other party for its own account and not a part of this Joint Venture.

2. The parties shall prepare, execute and submit a bid for the performance of the Contract in an amount and on terms mutually agreed upon prior to its submission. The bids shall be made in the joint names of the parties. No bid shall be filed in the joint names of the parties unless: (a) the necessary commitments for Performance and Payment Bonds have been obtained in advance of the bid; (b) proper arrangements have been made for submission of a Bid Bond in accordance with bidding requirements including any additives, the same to be filed with the bid as required by the bidding documents; and (c) the prices to be inserted in the bidding documents have been agreed upon by the parties; (d) the submission with the bid of the \$5,000 bidder responsibility check made out to the Public Building Commission of Chicago.
3. At any time prior to the actual submission of the bid either party upon giving prior written notice to the other may withdraw from the Joint Venture and be under no further obligation hereunder. In such event either party may submit a bid alone or with others without any obligation to the withdrawing or other party.

4. Any negotiations between the parties and the Public Building Commission of Chicago, or between the parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.
5. All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the Project.
6. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following paragraphs 8 to 28.
7. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and know-how so far as practicable.
8. Each party shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance thereof (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as between themselves in connection with the Contract and with respect to

any and all liabilities, costs and expenses in connection therewith, shall be in the following proportions, viz.:

| | <u>Percentages</u> |
|---------|--------------------|
| SOLLITT | 85% |
| OAKLEY | 15% |

Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture until and unless paragraph 21 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.

It is agreed by both parties that Sollitt and Oakley are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 15% of the value of the Contract shall be issued to Oakley Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Oakley Construction shall include, but is not limited by, steel work, carpentry, millwork, flooring finishes, metal lockers, food service equipment and plumbing. Specific contributions of equipment to be provided by Oakley shall

but is not limited by, construction trailer, bobcat, gang boxes, power tools, rubbish boxes, and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Oakley shall provide personnel to supervise, manage and control its Contract scope of work by providing the services of a project superintendent and project manager, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Oakley will self-perform carpentry work including furnishing and installing hollow metal doors, frames, and wood doors. Like wise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to The George Sollitt Construction Company. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

9. (a) All necessary working capital, when and as required for the prosecution of the Contract, shall be furnished by SOLLITT and OAKLEY in proportion to its equity share. A bank account shall be opened in such bank and under such names as the parties may determine, in which all the funds advanced hereunder for the performance of the Contract as well as the funds received on account thereof shall be deposited. Withdrawals shall be made from such bank account in such manner and in such form as SOLLITT and OAKLEY from time to time direct and by signatories designated by them.
- (b) Within five days after the award of the Contract to the Joint Venture, SOLLITT and OAKLEY shall proportionally advance and pay into such bank account the initial sum of (\$5,000.00). All additional capital required under the Contract for the Project shall be determined as follows: Within ten days after both of the parties determine that any additional sums are required for the performance of the Contract, both parties shall

deposit in such bank account such proportional amounts as shall be designated by the parties.

(c) In the event either party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other party may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is one percent (1%) above the prime rate of interest charged from time to time by the LaSalle Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or accounts prior to any sums being paid to the non-advancing member of the Joint Venture. The interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share its proportionate share of the loss in the Joint Venture as set forth in Paragraph 9.

(d) Except as provided in Paragraph 11 for the repayment of excess funds advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the party or parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in a manner jointly approved by the parties.

10. Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose nor shall money be borrowed in the name of the Joint Venture except as may be authorized jointly by SOLLITT and OAKLEY.

11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and OAKLEY, each of the parties appoints the following Representatives and Alternates to act on its behalf in relation to any and all matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Contract and the Project, including but not limited to those of a contractual nature with the Public Building Commission of Chicago, Chicago, Illinois, and any of its departments, or with third persons. Actions and decisions of the SOLLITT and OAKLEY Representatives shall be by unanimous vote.

The following are appointed the initial and alternate Representative of the parties:

SOLLITT

OAKLEY

Representative: Howard Strong

Representative: Augustine Afriyie

Alternate: John Pridmore

Alternate: Anthony Kwateng

Either party may at any time and from time to time change its Representative or appoint a successor Representative by filing with the other a written notice and duly executed

appointment of a new representative or Alternate. If a Representative at any time resigns or is unable to act (temporarily or permanently) his Alternate shall act in his place and stead with the same authority as such Representative and the Alternate's action shall be binding upon the party who appointed him.

12. Each party shall have a voice equal to its proportional share in the management of the Joint Venture. The Representatives of SOLLITT and OAKLEY shall meet from time to time as required to act on necessary matters pertaining to the Project. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Project shall be mutually agreed upon by such Representatives. No Representative shall be liable to the parties by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.
13. The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the general charge and control of a Project Management Team who shall be subject only to the joint control and direction of the Representatives. The Project Management Team shall be given such specific powers as the parties may from time to time delegate. The Project Management Team shall be appointed by the Representatives of SOLLITT and OAKLEY and shall serve as such during their pleasure; the members of the Project Management Team at the time of appointment may be an employee of SOLLITT or OAKLEY.
14. Subject to the joint control and direction of the Representatives the supervision of accounting, finances, and taxes of the Project shall be under the general charge and control of a Project Controller. The Project Controller shall be nominated by the Representatives of SOLLITT and OAKLEY and shall serve as Project Controller during

their pleasure; the Project Controller at the time of appointment may be an employee of SOLLITT or OAKLEY.

15. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at the Project office of the Joint Venture. All records of the Joint Venture shall be open for inspection by SOLLITT or OAKLEY at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion basis for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and as to the financial condition of the Joint Venture as requested. At the completion of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.

(b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

(c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at

such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by SOLLITT and OAKLEY.

16. Cost of construction shall consist of the costs of all subcontracts labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees, except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

If approved by the SOLLITT and OAKLEY Representatives, either party may be reimbursed upon presentation of supporting records for costs directly associated with the Project as follows:

- (a) Wages paid for labor in the direct employ of the party but engaged directly in the performance of the work of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- (b) Salaries of personnel of either party when temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment,

shall be considered as stationed at the Project office) and their salaries shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.

(c) Cost of contributions, assessments, or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).

(a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.

(b) Cost of premiums for all types of bonds and insurance which the Joint Venture is required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most economical price for said insurance through an insurance broker or brokers agreed upon by the parties.

17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share

of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

(b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venturer furnishing such plant and equipment, and the other Joint Venturer shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner shall fully insure the equipment at its cost and the Joint Venture shall not be responsible for the lose of or any damage to the equipment while it is in the custody or control of the Joint Venture.

(d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.

18. Upon the completion of the Project, after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of the Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the parties or which the parties may reasonably anticipate will be brought against them; and (e) reserves for contingencies, if any, including Contract guarantees that shall be determined by the parties in their discretion to be necessary, and after repaying all sums advanced by the parties for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided equal to its proportional share between SOLLITT and OAKLEY. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed. It is the intent of this Joint Venture Agreement that before the final distribution of funds is made to SOLLITT and OAKLEY, all costs and charges incurred in the performance of the contract be satisfied.

19. (a) If the performance of the Contract results in a loss, the parties shall be obligated in accordance with paragraph 9 for any such loss (irrespective of the fact that with SOLLITT or OAKLEY may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and OAKLEY for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing in connection therewith.

(b) In the event of loss:

1. If any funds remain, and both SOLLITT and OAKLEY have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
2. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, but sufficient funds are available, then such funds shall be repaid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
3. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make up the deficit in its account. Upon its failure to do so the indemnity provisions of paragraph 9 of this Agreement shall become operative, so as to insure that the non-defaulting party shall bear no more than its proportionate share of the loss.
4. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, and no funds remain or some liabilities are unsatisfied, then the indemnity provisions of paragraph 9 of this Agreement shall become operative, so as to insure that neither party shall bear more than its proportionate share of the loss.

20. Upon the bankruptcy or insolvency of either SOLLITT or OAKLEY or should either party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the "insolvent party") and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the Contract shall thereafter be taken solely by the other party, its Representative and Alternate. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement.
21. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of the Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or permit either party to bid for or to undertake any other contracts for the other party.
22. Neither this Agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in connection with the Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Contract) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

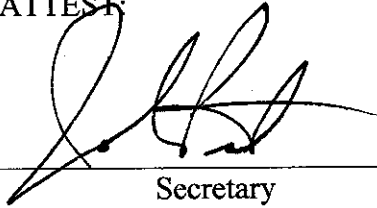
23. All moneys contributed by the parties to this Joint Venture and all moneys received as payments under the Contract or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.
24. Subject to the provisions of paragraph 23 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.
25. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
26. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notices of change of address is given.
27. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.

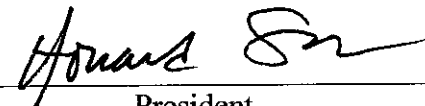
28. The business address for this Joint Venture shall be: 790 North Central Avenue,
Wood Dale, Illinois, 60191.

In witness whereof the parties have fully executed this Agreement on the day and year first
above written.

ATTEST:

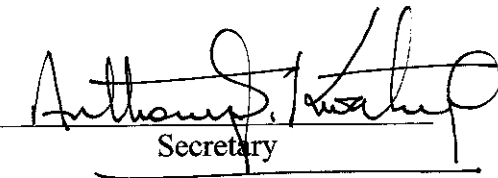
THE GEORGE SOLLITT CONSTRUCTION COMPANY


Secretary

By 
President

ATTEST:

OAKLEY CONSTRUCTION COMPANY, INC.


Secretary

By 
President

3/21/07

1446R - Westinghouse

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC DATE (MM/DD/YYYY)
SOLLI-1 03/15/07

PRODUCER
Weible & Cahill
2300 Cabot Drive, Suite 100
Lisle IL 60532
Phone: 630-245-4600 Fax: 630-245-4601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
George Sollitt Construction
Company/Oakley Construction
Joint Venture
790 North Central Avenue
Wood Dale IL 60191

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|------------------------------|--------|
| INSURER A: | Zurich American Insurance Co | |
| INSURER B: | Amer. Guarantee & Liability | |
| INSURER C: | Hartford Insurance Co of IL | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|--------------|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | GLO937891903 | 02/28/07 | 06/30/08 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| A | X | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BAP937891803 | 02/28/07 | 06/30/08 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| B | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0 | AUC937890103 | 02/28/07 | 06/30/08 | EACH OCCURRENCE | \$ 4,000,000 |
| | | | | | | AGGREGATE | \$ 4,000,000 |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | TOBEISSUED | 02/20/07 | 02/20/08 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| C | | OTHER Builders Risk | BINDER | 04/15/07 | 04/15/09 | Limit: | \$69089000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: **New Westinghouse High School, Contract No. 1446R**
Primary/Noncontributory Additional Insured on General Liability and Automobile Liability & Loss Payee on Builders Risk: The Public Building Commission and Board of Education of the City of Chicago

Handwritten: 3/21/07

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street Chicago IL 60602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Deborah A. Campbell</i> Deborah A. Campbell |



Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

March 13, 2007

John Pridmore
George Sollit/Oakley Construction Co. J.V.,
790 N. Central Avenue
Wood Dale, Illinois 60191

RE: **Notice of Award**
Contract No.: 1446R
Type of Work: New Construction
Project: New Westinghouse High School

Dear Mr. Pridmore:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on March 13, 2007 the Commission awarded to your company Contract No. 1446R in the amount of \$69,089,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than March 20, 2007.

A copy of the fully executed contract will be released and sent to your office once all requirements have been met.

Sincerely,

Montel M. Gayles
Executive Director

cc: R. Giderof
Trinal